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ATKINSON LAW ASSOCIATES LTD.

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Attorney for Robert E. Atkinson, Trustee

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

INFINITY CAPITAL MANAGEMENT, INC.
dba INFINITY HEALTH CONNECTIONS,

Debtor.

Case No. 21-14486-abl
Chapter 7

TRUSTEE'S OBJECTION TO CLAIM NO. 6

Chapter 7 trustee ROBERT E. ATKINSON ("Trustee"), hereby objects to Proof of Claim No. 6 ("Claim") filed by IMTISAL KHURI ("Creditor"). The basis for this objection is the Claim is identified as a priority claim when it should be a general unsecured claim.

In accordance with Local Rule 3007(a)(4), claim documents of the Claim is attached hereto as **EXHIBIT 1**.

This Objection is based on: the Memorandum of Points and Authorities contained herein; and the attached exhibit.

DATED: July 11, 2022

ATKINSON LAW ASSOCIATES LTD.

By: /s/ Clarisse L. Crisostomo

CLARISSE L. CRISOSTOMO, ESQ.

Nevada Bar No. 15526

Attorney for Robert E. Atkinson, Trustee

MEMORANDUM OF POINTS AND AUTHORITIES

I. BACKGROUND FACTS

1. On September 14, 2021 (“**Petition Date**”), Debtor filed a voluntary petition for chapter 7 bankruptcy relief in this district [DE #1], commencing this bankruptcy case (“**Bankruptcy Case**”) and creating the associated bankruptcy estate (“**Bankruptcy Estate**”).

2. On December 13, 2021, Creditor filed the Claim in the Bankruptcy Case as a priority claim, claiming \$208,000.00 as priority under Section 507(a) of the Bankruptcy Code. *See* **EXHIBIT 1**.

II. LEGAL AUTHORITIES & ARGUMENT

3. This objection is brought pursuant to 11 U.S.C. § 502(a)-(b) and Bankruptcy Rule 3007.

4. The Claim is sought as priority under Section 507(a). However, the Creditor failed to identify which subsection of Section 507(a) applies. Upon review of Section 507(a), none of the subsections of the statute applies to the Claim. *See* 11 U.S.C. § 507(a).

5. The Claim therefore cannot obtain priority status and should be a general unsecured claim.

III. RELIEF REQUESTED

6. For the reasons described above, the Trustee respectfully requests that the Court sustain this objection, and in particular, the Claim shall be adjusted to be a general unsecured claim in the amount of \$280,000.00.

#####

DATED: July 11, 2022

ATKINSON LAW ASSOCIATES LTD.

By: /s/ Clarisse L. Crisostomo
CLARISSE L. CRISOSTOMO, ESQ.
Nevada Bar No. 15526
Attorney for Robert E. Atkinson, Trustee

EXHIBIT 1

Fill in this information to identify the case:

Debtor 1

INFINITY CAPITAL MANAGEMENT

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: District of Nevada

Case number 21-14486-ABL

RECEIVED
AND FILED

MP

2021 DEC 13 P 12:29

U.S. BANKRUPTCY COURT
MARY A. SULLIVAN CLERK

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

IMT#SAL KHUR#

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

IMT#SAL KHUR#

Name

1148 BROKEN HILLS DR.

Number Street

HENDERSON, NV 89011

City State ZIP Code

Contact phone 702 336-5835

Contact email IMT#SAL_K@HOTMAIL.COM

Name

Number Street

City State ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known)

Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 208,000 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

MONEY LOANED

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 208,000

Annual Interest Rate (when case was filed) 12 %
☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ Yes. Check one:

SEE ATTACHMENT

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. I am a
- ☐ guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/30/2021
MM/DD/YYYY

Intisal Khuri
Signature

Print the name of the person who is completing and signing this claim:

Name

Intisal
First name

Middle name

Khuri
Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

1148 Broken Hills Dr.

HENDERSON
City

NV
State

89011
ZIP Code

Contact phone

702 336-5835

Email

intisal_k@hotmail.com



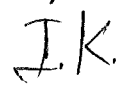
Subject: Reason For Priority Purpose, of Money Given

\$200,000 to Infinity Capital Management was to be short term, no more than six months and the purpose was to help another company & complete an acquisition. The money was not to invest in Infinity Capital Management. Infinity Capital Management was holding the money temporarily while waiting for the acquisition to finish in negotiations and due diligence. This never happened and the money that I gave to Infinity Capital Management was just in a holding pattern and should be returned to us with the agree interest rate of 12% per annum.

Intisal Khuri

PROMISSORY NOTE

Non-Negotiable Promissory Note

Promissory Note Issuer:	Infinity Capital Management a Nevada Corporation.
Promissory Note Holder:	Imtisa Khur 
Type of Loan:	Secured Loan, as defined herein.
Amount of Loan:	Two-Hundred Thousand US Dollars (\$200,000)
Interest Rate:	Twelve Percent (12%) per Annum, Simple Interest
Date of Agreement:	May 24, 2021 
Initial Date:	May __, 2021 (Funds Cleared) 

Purpose of promissory Note Issue: It is agreed between the Issuer and the Holder of the promissory note that Issuer is to use the amount loaned to fund the purchase of personal injury medical receivables such as pharmaceuticals on a lien and finance other costs incurred by individuals relative to their personal injury case: (e.g., Court costs, living expenses, medical records and litigation related expenses) in the ordinary course of its business.

1. Promise to Pay: For value received Issuer promises to pay to the order made by notice served by Holder on Issuer six (6) monthly interest amounts of \$2,000 per month and one (1) payment after six (6) months after the Initial Date in the total amount of \$200,000 as return of principle.

2. Interest: The amount of the Loan outstanding from time to time shall bear interest at the flat rate of twelve percent (12%) per annum. Interest will begin to accrue from the Initial Date provided those funds are available for withdrawal by Issuer.

3. Duration: This agreement will be in effect for six (6) months after which the loan rolls over for an additional month at a time. Notice of termination after six (6) months will be 30 days.

4. Notice Provisions: Any notice provided for herein shall be served by delivering (by hand or courier) or faxing the same to:

ISSUER:

Infinity Capital Management
1700 W. Horizon Ridge Parkway
Suite 206
Henderson, NV 89012, USA
Phone: (702) 228-3499
Fax: (702) 383-5079

HOLDER:

Imtisal Khuri
1148 Broken Hills Dr
Henderson NV 89011

 I.K.

And shall be deemed served if sent by:

- A. Facsimile, when the Holder receives conformation of successful transmission.
- B. Courier, when confirmation of delivery is received.
- C. Hand at the time of delivery.

5. Attorney Fees: If any lawsuit or arbitration is commenced which arises out of or relates to this Note, the prevailing party shall be entitled to recover from the other party such sums as the court or arbitrator may adjudge to be reasonable attorney's fees.

6. Applicable Law: This Note shall be construed and governed by the terms of Nevada, United States of America law. Jurisdiction shall be Clark County, Nevada.

7. Assignments: This Note inures to and binds the heirs, legal representatives, successors and assigns of Holder and Issuer, provided however, that Issuer may not assign this Note or any of the Loan Funds, or assign or delegate any of its rights or obligations without the prior written consent of Holder in each instance.

8. Time of the Essence: Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein.

9. Entire Agreement: This Agreement contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all previous representations, negotiations, commitments, and writing with respect thereto. The parties acknowledge that they had the opportunity to fully review the terms thereof and have discussed the content with their applicable legal counsel.

10. Amendment of Alteration: No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

11. Arbitration: Any controversy claims, or breaches arising out of or the breach thereof shall be settled by arbitration in Las Vegas, Nevada in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered shall be entered by consent in any court having jurisdiction thereof.

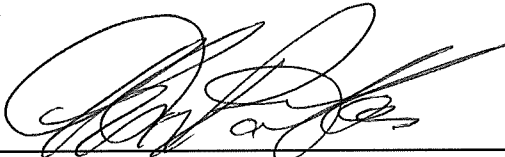
12. Notices: Any notices required or permitted to be given under this Agreement shall be sufficient if in writing.

This Agreement may be executed in any number of duplicate originals and each such duplicate shall constitute a complete contract and may be used as the original. The undersigned confirms that he or she has the legal capacity to execute this agreement on behalf of the parties to this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and acknowledge this Agreement as of the date first above written.

Issuer: Infinity Capital Management, a Nevada Corporation

By:



Anne Pantelas, Chief Executive Officer

May 24, 2021

Date:

Intisal Khuri Intisal Khuri May 24, 2021

Holder:

Date:

MICHAEL SIRHAN
IMTISAL KHURI
1148 BROKEN HILLS DR
HENDERSON NV 89011-3073

520

94-72/1224 NV
61255

May 24-2021
Date

Pay To The Order Of Infinity Capital Management \$ 200,000⁰⁰
Two hundred thousand Dollars

BANK OF AMERICA

Remember What's Important

ACH R/T 122400724

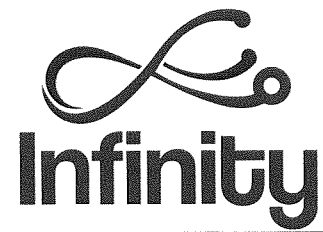
For Promissory note May 24-2021 Imtisal Khuri

⑆ 122400724⑆ 501000521363⑆ 0520

Handed Clerk

Infinity Capital Management

1700 W. Horizon Ridge Parkway, Suite 206
Henderson, NV 89012
Tel (702) 228-3499 Fax (702) 383-5079
anne@infinitycapital.com
www.infinityhealth.com



JUNE 25, 2021

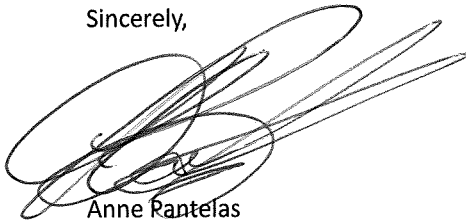
Imtisal Khuri
1148 Broken Hills Dr
Henderson, NV 89011

Dear Amy,

Please find enclosed check #6823 in the amount of \$2,000, being interest earned and payable by Infinity Capital Management for the month of June 2021 on your promissory note investment dated May 24, 2021.

Please sign below as acknowledgement of receipt of this interest payment. Should you have any questions please feel free to contact me at (702) 228-3499.

Sincerely,



Anne Rantelas
Infinity Capital Management

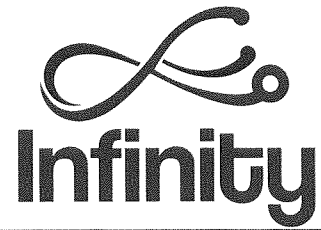
I hereby acknowledge receipt of \$2,000, being the interest amount owed for the month of June 2021.

Signed By: Imtisal Khuri

Date

Infinity Capital Management

1700 W. Horizon Ridge Parkway, Suite 206
Henderson, NV 89012
Tel (702) 228-3499 Fax (702) 383-5079
anne@infinitycapital.com
www.infinityhealth.com



JULY 26, 2021

Imtisal Khuri
1148 Broken Hills Dr
Henderson, NV 89011

Dear Amy,

Please find enclosed check #6834 in the amount of \$2,000, being interest earned and payable by Infinity Capital Management for the month of July 2021 on your promissory note investment dated May 24, 2021.

Please sign below as acknowledgement of receipt of this interest payment. Should you have any questions please feel free to contact me at (702) 228-3499.

Sincerely,



Anne Pantelas
Infinity Capital Management

I hereby acknowledge receipt of \$2,000, being the interest amount owed for the month of July 2021.

Signed By: Imtisal Khuri

Date

Infinity Capital Management

1700 W. Horizon Ridge Parkway, Suite 206
Henderson, NV 89012
Tel (702) 228-3499 Fax (702) 383-5079
anne@infinitycapital.com
www.infinityhealth.com



SEPTEMBER 9, 2021

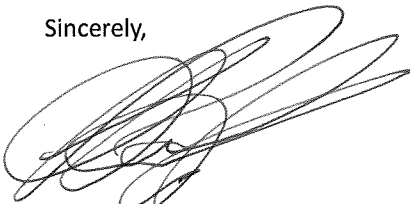
Imtisal Khuri
1148 Broken Hills Dr
Henderson, NV 89011

Dear Amy,

Please find enclosed check #6846 in the amount of \$2,000, being interest earned and payable by Infinity Capital Management for the month of August 2021 on your promissory note investment dated May 24, 2021.

Please sign below as acknowledgement of receipt of this interest payment. Should you have any questions please feel free to contact me at (702) 228-3499.

Sincerely,



Anne Pantelas
Infinity Capital Management

I hereby acknowledge receipt of \$2,000, being the interest amount owed for the month of August 2021.

Signed By: Imtisal Khuri

Date

BANK OF AMERICA, N.A.
WEST RETURN ITEMS

Page 001 of 002
Bank : 00336
Center :
Divider: 8,171
Code : 1

H



>002040 3828204 0001 008239 10Z

MICHAEL SIRHAN
IMTISAL KHURI
1148 BROKEN HILLS DR
HENDERSON NV 89011-3073
US

Deposit account:xxxxxxxx1363
Charge account :xxxxxxxx1363
Store/Reference:00000000000000

Date of Notice: 09-15-2021

Dear Valued Customer:

We're writing to notify you that the item or items listed below, which were deposited into your account, have been returned unpaid. As a result, we've deducted them from your account. You will see the adjustment on your account statement.

Number of returned items:	1
Amount of returned item(s):	2,000.00
Return items fee:	12.00
Total:	2,012.00

Sequence/ Dep Date	ABA Number/ Dep Amount	Maker Name/ Check Date	Return Reason/ Additional Data	Amount
2233236961	1224-0077		Refer to Maker	2,000.00

Please check your account activity and if your account is currently overdrawn, deposit money as soon as possible to bring your balance above \$0.

If you have any questions or need additional information, please contact one of our Customer Service Representatives at 1.800.432.1000. We appreciate your business and look forward to serving you in the future.

Sincerely,
Returns & Exceptions

02040 3828204 004078 006155 0001/0002

IMPORTANT NEWS ABOUT A NEW FEDERAL LAW AFFECTING YOUR CANCELLED CHECKS: CHECK 21. The Federal Reserve Board provided the following language to help explain your rights under Check 21. This disclosure applies only to accounts held by consumers.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT
Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim. We may reverse the refund later (including any interest on the refund) if we are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number listed on your bank statement, or write to us at:

Bank of America

Attn: Research and Adjustments

PO Box 655961

Dallas, TX 75265-5961

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- . A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- . An estimate of the amount of your loss;
- . An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- . A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check and the date of the check.



02040 3628204 004074 006157 0002/0002

111012822
09/15/2021
7555957721


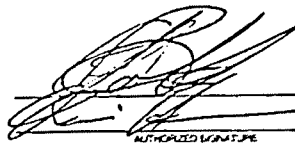
This is a LEGAL COPY of your check. You can use it the same way you would use the original check

RETURN REASON-S
REFER TO MAKER

21160001
8171
1
05951

000007373028015
122400779 09/14/2021

REFER TO MAKER

 <p>INFINITY CAPITAL MANAGEMENT INFINITY HEALTH CONNECTIONS 1700 W HORIZON RIDGE PKWY STE 206 HENDERSON, NV 89012 702-228-3499</p>		<p>NEVADA STATE BANK 1000 W. HARRISON BLVD. SUITE 100 LAS VEGAS, NV 89103 94-77/1224</p>		<p>6846</p>
<p>PAY TO THE ORDER OF</p> <p>Imtisal Khuri</p> <p>Two thousand and 00/100</p> <p>Imtisal Khuri</p>		<p>Sep 8, 2021</p> <p>\$ 2,000.00</p> <p>DOLLARS</p>		<p>6846</p>
<p>MEMO</p>		<p></p> <p>AUTHORIZED SIGNATURE</p>		
<p>⑈00006846⑈ ⑆122400779⑆ 981236375⑈</p>				

⑈6846⑈ 4⑆122400779⑆

981236375⑈ ⑆0000200000⑆

Forrest R. Brown

☐ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

07373028015

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features

Introduction

Human Services in

True Work

Variables & Effects

Business Hours

Figure 1

Order and 1/2" Dia. Drilling Hole

Microprocessors

High Resolution Whetting Band

ANS COPY 1 ECONOMY

Drynet Document Back Patcher

Product design is a certificate

FEDERAL RESERVE